

Contract no. 1120

HUDSON COUNTY  
PERSONNEL DEPARTMENT  
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RUTGERS UNIVERSITY

AGREEMENT BETWEEN  
THE COUNTY OF HUDSON  
AND  
HUDSON COUNCIL NO. 2,  
SUPERVISORS/PROFESSIONAL,  
CHAPTER NO. 1 OF THE  
NEW JERSEY DEPARTMENT OF PERSONNEL

JULY 1, 1990 THROUGH JUNE 30, 1992

Drafted by:

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# TABLE OF CONTENTS

	Page
PREAMBLE	
ARTICLE	
I	RECOGNITION . . . . . 2
II	MANAGEMENT RIGHTS . . . . . 4
III	DISCIPLINE AND DISCHARGE . . . . . 5
IV	UNION RIGHTS . . . . . 7
V	UNION SECURITY AND AGENCY SHOP . . . . . 10
VI	GRIEVANCE AND ARBITRATION PROCEDURE . . . . . 12
VII	HOLIDAYS . . . . . 16
VIII	SICK LEAVE . . . . . 18
IX	LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY . . . . . 19
X	UNPAID LEAVES . . . . . 20
XI	JURY DUTY LEAVE . . . . . 21
XII	FUNERAL LEAVE . . . . . 22
XIII	CHILDBIRTH LEAVE . . . . . 23
XIV	UNION ACTIVITY LEAVE . . . . . 24
XV	HEALTH BENEFITS AND INSURANCE . . . . . 25
XVI	RETIREMENT ALLOWANCE . . . . . 27
XVII	PROBATIONARY EMPLOYEES . . . . . 28
XVIII	TRANSFERS . . . . . 29
XIX	BREAKS IN CONTINUOUS SERVICE . . . . . 30
XX	SEPARATION OF EMPLOYMENT . . . . . 31
XXI	SENIORITY . . . . . 32
XXI-A	UNIFORMS . . . . . 34
XXII	LAY-OFF AND RECALL . . . . . 35
XXIII	SUBCONTRACTING OF WORK . . . . . 37
XXIV	WAGES . . . . . 38
XXV	LONGEVITY . . . . . 42
XXVI	MISCELLANEOUS . . . . . 43
XXVII	OVERTIME . . . . . 45
XXVIII	TUITION REIMBURSEMENT . . . . . 47
XXIX	COLLECTIVE BARGAINING . . . . . 50
XXX	40 HOUR WORKWEEK . . . . . 51
XXXI	FLEX TIME . . . . . 52
XXXII	VACATION . . . . . 55
XXXIII	PERSONAL DAY . . . . . 57
XXXIV	ACTING LEAD SUPERVISORS, YOUTH HOUSE . . . . . 58
XXXV	TRAINING SUPERVISOR AND BUILDING SECURITY SUPERVISOR, YOUTH HOUSE . . . . . 59
XXXVI	DURATION . . . . . 60
SCHEDULE A	. . . . . 61
SCHEDULE B	. . . . . 62
SCHEDULE C	. . . . . 63

PREAMBLE

AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 1991  
between the COUNTY OF HUDSON, hereinafter referred to as the  
"County" and HUDSON COUNCIL NO. 2, SUPERVISORS/PROFESSIONAL,  
CHAPTER NO. 1 OF THE NEW JERSEY CIVIL SERVICE ASSOCIATION,  
hereinafter referred to as the "Union".

## ARTICLE I

### RECOGNITION

A. The County recognizes Hudson Council No. 2, Supervisors/Professional Chapter No. 1 of the New Jersey Civil Service Association as the sole exclusive bargaining representative for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits and other terms and conditions of employment.

B. The provisions of this Agreement shall apply to all the supervisory unit personnel in Meadowview and Pollak Hospitals and the Youth House, including the following job classifications:

- Assistant Laundry Supervisor
- Assistant Supervisor of Therapy Aides
- Assistant Chief X-Ray Technician
- Assistant Supervisor of Sewing Room
- Assistant Supervisor Institutional Housekeeping
- Canteen Supervisor
- Chief Laboratory Assistant
- Chief X-Ray Technician
- Chief Pharmacist
- Dietician
- Director of Psychology
- Food Service Supervisor
- Hospital Maintenance Supervisor
- Institutional Police Captain
- Medical Record Librarian
- Pharmacist
- Psychiatric Social Worker Supervisor
- Social Case Worker Institutional
- Staff Psychologist
- Staff Pharmacist
- Supervising Hospital Attendants
- Supervising Telephone Operator
- Supervising Juvenile Officer
- Supervising Occupational Therapy Aide
- Supervisor of Patient Accounts
- Supervisor of Office Appliance Operation

Supervisor of Linen Room  
Supervising Barber/Beautician  
Supervisor Patient Clothing Services  
Supervisor of Bridges  
Vocational Counselor  
Director Food Control  
Chief Medical Technologist  
Chief Bridge Operators



## ARTICLE II

### MANAGEMENT RIGHTS

A. The Union recognizes that the County may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

B. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the ruling of the New Jersey Department of Personnel to do the following:

1. to direct employees of the County;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work, or other legitimate reasons;
5. to maintain the efficiency of the County operations entrusted to them;
6. to determine the methods, means and personnel by which such operations are to be conducted;
7. to make any and all decisions in the sole and absolute discretion of the County which affect directly or indirectly the County Pension Program. No such decision by the County shall in any way be subject to the grievance procedure herein set forth.

### ARTICLE III

#### DISCIPLINE AND DISCHARGE

A. Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measure imposed upon any employee may be processed as a grievance under the grievance procedure contained in this Agreement, provided that the contractual grievance procedure shall not be utilized when an aggrieved employee has recourse to statutory Civil Service appeal procedures. In such a case the statutory Civil Service appeal procedure shall serve as the exclusive remedy.

B. If the County has just cause and reason to reprimand an employee, such reprimand shall not be made in the presence of other employees or the public.

C. The County shall not discharge without just cause any employee who has permanent status or probationary status in a job title under the Civil Service statutes and regulations, except as therein provided. The County shall not discharge without just cause any employee who has provisional, seasonal or temporary status in a job title under the Civil Service statutes and regulations, and who has served in such job title in a provisional, seasonal or temporary capacity for more than one year.

D. If, in any case the County feels there is just cause for suspension and/or discharge, the County must notify

the employee involved, in writing, that he/she has been suspended and is subject to discharge.



ARTICLE IV  
UNION RIGHTS

A. Aid to Other Unions:

The County will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

B. Bulletin Boards:

1. The County will provide space on centrally located bulletin boards which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" x 30" in size or the equivalent. The County will install a bulletin board with locking capability, at each facility wherein Union members are located for the sole and exclusive use of the Union.

2. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal.

3. Materials to be posted will consist of the following:

- a. notices of Union meetings;
- b. notices concerning official Union business;  
and
- c. notices covering social and recreational events.

4. No materials will be posted which contain profane or obscene language or which is defamatory of the County or its representatives and employees or which is critical of or condemns the methods, policies or practices of the County or which constitutes election campaign material.

C. Membership Packets:

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union. The County agrees to distribute such membership packets to new employees during the initial phase of employment.

D. Pledge Against Discrimination and Coercion:

1. The County agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or by the County representative against any employee because of Union membership.

2. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement. All employees are entitled to fair and equitable treatment by supervision and management with regard

to the terms and conditions of employment that affect them.

## ARTICLE V

### UNION SECURITY AND AGENCY SHOP

#### A. Dues Deduction:

1. The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th and last day of the current month, after such deductions are made.

2. When an employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union and not be required to sign another authorization card.

#### B. Agency Shop:

1. Upon the request of the Union, the Employer shall deduct a representation fee from wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall

not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Employer shall remit the amount deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.



## ARTICLE VI

### GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance has been fully determined.

STEP ONE:

The grievance shall be discussed with the employee involved and the Union representative with the Division Chief designated by the County. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

STEP TWO:

If the grievance is not settled through Step One, the same shall, within five (5) working days, be reduced to writing by the Union and submitted to the Director of the Department, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two, then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the County's Director of Personnel or his designee. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled at Step Three then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the rules and regulations of

the Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination which shall be binding on both parties, and upon the grievant. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own cost of the arbitration but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as observer at any hearing on the individual's grievance.

F. Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation and processing grievance by officially designated Union Stewards which have been formalized and submitted in writing, shall be allowed provided that such time shall be reasonable and limited to

one (1) hour and provided there is no undue interruption of work activities. In emergency situations, these limitations may be extended. The accredited Union Steward shall provide reasonable notifications to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointment when the work situation warrants this.

The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. It is understood labor management meetings shall be attended by no more than one-half (1/2) of the number of stewards.

H. Failure on the part of the County to answer a grievance at any step shall be deemed a denial by the County and permit the Union to proceed to the next step.



## ARTICLE VII

### HOLIDAYS

A. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless it is increased by the County.

B. The thirteen (13) paid holidays are as follows:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Lincoln's Birthday
- Good Friday
- Independence Day
- Veteran's Day
- Election Day
- Christmas Day
- Martin Luther King Day

C. In the event an employee is required to work on any legal holiday set forth in the parties' Agreement, the employee shall be paid, as his total holiday compensation, one and one-half times his regular base pay for all hours worked on the holiday, and he shall receive an additional day off with pay within thirty days of the holiday, or an extra day's regular base pay in lieu thereof, as determined by the County.

D. Employees shall be eligible for holiday pay under the following conditions.



1. An employee would have been scheduled to work on such a day unless the employee is on a day off, vacation, or sick leave.

2. If a holiday is observed on an employee's day off or during his/her vacation, he/she shall be granted an additional day off for the unworked holiday within one month of the date on which it occurred.

3. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

## ARTICLE VIII

### SICK LEAVE

A. Any employee covered by this Agreement, contracting or incurring any non-service or disability, which renders such employee unable to perform the duties assigned by the County shall receive sick leave with pay as follows:

1. An employee shall be afforded sick leave on the basis of one (1) working day per month up to the end of the first year, and fifteen (15) working days for each calendar year thereafter. Sick leave shall be earned by an employee for any month in which he/she is compensated for any part of any day, whether or not the employee actually worked in said month.

2. An employee commences earning sick leave from the day of hiring and as long as he/she is actively working or being compensated for vacation, personal leave or sick time.

3. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

4. The sum of \$100, less payroll deductions, shall be paid to each employee who uses five (5) or fewer sick days during the course of the preceding 12 month period in the calendar year, December included, to be paid on the last regular pay day in December.

ARTICLE IX

LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

The Hudson County policy for on-the-job injuries shall control.

## ARTICLE X

### UNPAID LEAVES

A. In the discretion of the County, which shall not be unreasonable, a limited number of leaves of absence for a limited period, not to exceed six (6) months, may be granted for a reasonable purpose.

B. Employees elected or appointed to any Union office who wish to do Union work which takes them from their employment with the County shall be granted a leave of absence without pay. The leaves of absence shall not exceed one (1) year, but it may be renewed or extended at the discretion of the County. The number of employees granted leave under this provision shall be reasonable.

C. Three (3) members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence without pay at the request of the Union for a period not to exceed one (1) month.

D. Any employee who enters the active service in the Armed Forces of the United States while in the service of the County, shall be granted a leave of absence for the initial period of military service.

## ARTICLE XI

### JURY DUTY LEAVE

A. Jury duty is the responsibility of every citizen, therefore, unless there is strong evidence that the employee's absence from work would seriously handicap a patient's care or impair in any way the operation of his/her position, the employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility the employee's service record will remain unbroken.

C. The employee will receive pay during the period of jury service equal to his regular wages less the remuneration of jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

D. If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in his/her work shift.



## ARTICLE XII

### FUNERAL LEAVE

A. An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law and grandparents.

C. Matters of special circumstances involving an extension of leave time with or without pay shall be at the sole discretion of the County.

## ARTICLE XIII

### CHILDBIRTH LEAVE

A. Childbirth leave shall be granted to the following:

1. Childbirth leave without pay for a period of not more than one year shall be granted to any employee for the birth or adoption of a child.

2. This Article shall be interpreted in accordance with the Civil Rights Act of 1964, as amended, and with the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq.

## ARTICLE XIV

### UNION ACTIVITY LEAVE

A. The County agrees to provide a total of fifteen (15) days leave of absence with pay for delegates of the Union to attend Union activities per year.

B. The leave is to be used exclusively for participation in regularly scheduled meetings or conventions or labor organizations with which the Union is affiliated or for training programs for stewards and Union officers and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting.

## ARTICLE XV

### HEALTH BENEFITS AND INSURANCE

#### A. Medical Coverage:

The insurance and health benefit levels in effect at the time of the signing of this agreement shall remain in effect unless the County and Union mutually agree to any change.

#### B. Prescription Drug Plan:

Effective January 1, 1979, the County prescription drug program shall provide a \$1.00 co-pay benefit level.

#### C. Dental Program:

The County will continue the basic County dental program which shall be at the benefit level of the Blue Cross/Blue Shield Basic Plan benefit level. The County basic dental program shall provide for full family coverage.

#### D. Life Insurance:

Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.

E. The parties agree that the County shall have unilateral right to select the insurance carrier and program and/or self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program or decision to self-insure shall not be subject to the grievance procedure. No reduction in benefit level shall result.

F. The parties agree that the Union in combination with other County bargaining unit representatives shall

participate in an insurance review committee which shall be established by the County of Hudson, in its discretion, for the purpose of reviewing insurance benefits presently available to bargaining unit employees. The issue of dental and eyeglass plans to be referred to the County-Wide Committee.

G. The County shall, as of July 1, 1983 establish a Disability Plan, covering all Employees, which shall be the New Jersey Disability Compensation Plan, for which the Employee and the County are required to make equal payments.

H. The County shall pay the costs of medical insurance coverage as defined in Section A, above, for employees who retire with at least twenty-five years of credited services in a State or locally-administered retirement system, excepting employees who elect deferred retirement, but including employees who retire on a disability pension based on fewer years of service.



## ARTICLE XVI

### RETIREMENT ALLOWANCE

A. Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed Three Thousand (\$3,000.00) Dollars.

If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

## ARTICLE XVII

### PROBATIONARY EMPLOYEES

A. New permanent employees shall be considered probationary for a period of three (3) months from the date of employment, excluding time lost for sickness and other leaves of absence.

B. Where a new employee being trained for a job spends less than twenty-five per cent (25%) of his time on the job, only such time on the job shall be counted as employment for purpose of computing the probationary period.

C. During or at the end of the probationary period, the County may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE XVIII

### TRANSFERS

A. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

## ARTICLE XIX

### BREAKS IN CONTINUOUS SERVICE

A. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated, to work in any capacity within one (1) year thereafter there shall be no break in continuous service.

## ARTICLE XX

### SEPARATION OF EMPLOYMENT

A. Consistent with the applicable Civil Service rules and regulations, upon discharge the County shall pay all money including pro rata vacation pay due to the employee.

B. Upon quitting, the County shall pay all money due to the employee including pro rata vacation pay in the next pay period following such quitting.



## ARTICLE XXI

### SENIORITY

A. Consistent with applicable Civil Service laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. voluntary resignation;
2. discharge for just cause; and
3. failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The County may require substantiating proof of illness or accident);
4. continuous lay off beyond recall period for reemployment outlined in this Agreement.

B. To the extent any provision of this Article conflicts with the regulations of the New Jersey Department of Personnel currently in effect, the latter shall control, and the conflicting provision of this Article shall have no effect.

C. Seniority shall control in the choice of assignments provided that all other relevant factors, (e.g., abilities, experience, management needs), are determined by the County to be equal.

D. Seniority shall control in choice of shifts for Supervising Juvenile Detention Officers at the Youth House

provided that all other relevant factors, (e.g., abilities, experience, management needs), are determined by the County to be equal.

## ARTICLE XXI-A

### UNIFORMS

A. The County agrees to continue supplying uniforms to all employees who are members of the Association and are now receiving them from the County.

## ARTICLE XXII

### LAY-OFF AND RECALL

A. The County will adhere to the New Jersey Department of Personnel Rules and Regulations governing layoffs, seniority, demotional rights, and recalls as contained in N.J.A.C. 4A:8-1.1, et seq.

B. Recall.

1. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the County with any address change while waiting for recall. This preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service fails to specify period for such list, then it shall remain in effect for a period of one (1) year.

2. Permanent employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing by certified mail to the employee's home address of record.

3. a. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the

notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

b. An employee recalled to his former job classification must report for reinstatement within the specified time limits or be considered to have resigned.

c. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.

4. An employee on layoff accrues no additional sick leave or vacation credits. When an employee is recalled from layoff and reinstated, he is considered to have continuous service credit for computation of future earned vacations.



## ARTICLE XXIII

### SUBCONTRACTING OF WORK

A. If, during the term of this Agreement, the County contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to lay off or similar action.

B. The County agrees to meet with the Union to discuss all incidence of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

## ARTICLE XXIV

### WAGES

#### A. Supervising Juvenile Detention Officers:

Effective January 1, 1991, Supervising Juvenile Detention Officers shall receive base salaries in accordance with the salary guide set forth below, placement on said guide being based on years of service in the title of Supervising Juvenile Detention Officer:

Step 1 .....	\$24,675
Step 2 .....	\$26,216
Step 3 .....	\$27,757
Step 4 .....	\$29,298
Step 5 .....	\$30,839
Step 6 .....	\$32,380
Step 7 (Maximum).....	\$33,920

Effective January 1, 1992, Supervising Juvenile Detention Officers shall receive base salaries in accordance with the salary guide set forth below, placement on said guide being based on years of service in the title of Supervising Juvenile Detention Officer:

Step 1 .....	\$25,305
Step 2 .....	\$27,080
Step 3 .....	\$28,855
Step 4 .....	\$30,630
Step 5 .....	\$32,405
Step 6 .....	\$34,180
Step 7 (Maximum)....	\$35,955

All Supervising Juvenile Detention Officers will move to the next higher step on January 1, 1992. However, no Supervising Juvenile Detention Officer may move from Step 1 to Step 2 unless and until the Supervising Juvenile Detention Officer has been employed as a Supervising Juvenile Detention Officer for one full year. Supervising Juvenile Detention Officers who have been employed as a Supervising Juvenile

Detention Officer for less than one full year shall remain on Step 1 on January 1, 1992..

B. Salary Adjustment: The employees appearing on Schedule A annexed hereto shall receive the base salary for the relevant period corresponding to their names.

C. Base Salary Adjustment Supervisor of Transportation and Vehicle Maintenance: During the term of this Agreement, the newly created position of Supervisor of Transportation and Vehicle Maintenance shall receive the following salary:

Effective July 1, 1990 - \$27,831  
Effective July 1, 1991 - \$29,501

D. Balance of Bargaining Unit:

1990 - Effective and retroactive to July 1, 1990 all employees in this bargaining unit (other than those set forth in paragraphs A, B and C above) in the employ of the County shall receive a six percent (6%) across-the-board wage increase applied to the base annual salary in effect on June 30, 1990.

1991 - Effective on July 1, 1991 all employees in this bargaining unit (other than those set forth in paragraphs A, B and C above) in the employ of the County on July 1, 1991 shall receive a six percent (6%) across-the-board wage increase applied to the base annual salary in effect on June 30, 1991.

E. 1. The minimum annual salary paid to full-time employees in this bargaining unit shall not be less than the minimum salary established for their respective job titles.

2. In order to assure its ability to hire qualified personnel, the County reserves the discretion to

hire new employees at salaries exceeding the minimum annual salary for the applicable job title. The granting of such advanced salary placement shall be within the sole discretion of the County; provided, however, that the County shall notify the Union of any new employee hired at a salary exceeding the minimum annual salary within twenty (20) days of such hire, and shall state the criteria upon which the County relied in determining advanced salary placement to be appropriate. The Union shall, within twenty (20) days of receipt of such notice, advise the County of other bargaining unit members meeting such stated criteria, who thereupon shall receive a salary not less than that received by said new employee.

F. Part-time employees who are so designated on the County payroll shall receive a proportionate increase of the amounts contained in the foregoing paragraphs if they are so entitled.

G. Weekend and Hazardous Duty Differentials as delineated in the Letter of Understanding (Schedule B) annexed to this Agreement shall be continued for the duration of this Agreement.

H. Shift Differentials for night and midnight shifts as delineated in the Letter of Understanding (Schedule C) annexed to this Agreement shall be continued for the duration of this Agreement.

I. Pay Period Adjustment: The parties recognize that the County's current practice is to remit to each bargaining unit employee, on pay day, compensation for the two week



period immediately preceding pay day, including pay day itself. In an effort to adjust the payroll period to result in a one week delay in compensation, the parties agree that the County may implement a program designed to result in a one week hold back in compensation - the effect which will be that an employee in this bargaining unit shall be paid for the two week period which ends one week prior to pay day. The county shall implement this program over a period of ten (10) payroll periods (i.e. holding back one day's pay every other pay day over 10 pay days).



## ARTICLE XXV

### LONGEVITY

A. The County of Hudson recognizing the importance of long term employees of the County of Hudson sets forth the following longevity program which shall be:

1. For employees with more than five (5) years of service but not more than ten (10) years of service - \$200.00 per annum;

2. For employees with more than ten (10) years of service but not more than fifteen (15) years of service - \$400.00 per annum;

3. For employees with more than fifteen years of service but not more than twenty (20) years of service - \$600.00 per annum;

4. For employees with more than twenty (20) years of service - \$800.00 per annum;

5. Effective July 1, 1980, for employees with twenty-five (25) years of service - \$1,000.00.

B. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

## ARTICLE XXVI

### MISCELLANEOUS

A. It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A 34-13A-1 et seq. and be construed in harmony with the rules and regulations of the New Jersey Department of Personnel.

B. Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

C. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the County and the Union.

D. The County shall pay one half (1/2) the printing bill for this Agreement for three hundred (300) copies.

E. The benefits of this contract apply only to those employees in the employ of the County of Hudson on the date of executive of this Agreement.

F. It is agreed that employees now receiving shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operation differential for the duration of this Agreement. The parties agree that for the duration of this Agreement there shall not be an expansion of shift or continuous operation differential coverage after the signing of the Agreement.

G. The County shall give 48 hours notice in change of shift at the Youth House except in the case of emergency.

## ARTICLE XXVII

### OVERTIME

1. (a) The Practice of paying overtime for eighty (80) hours of work, in a two week pay period to Employees employed in continuous operation shall be maintained.

(b) Employees, in non-continuous operations, shall be paid one and one half (1 1/2) times their regular pay for authorized time worked in excess of forty (40) hours, i.e. overtime rate for Employees working thirty-five (35) hours per week to be calculated by dividing their annual rate by 1820 (35 hours x 52 weeks), and then by multiplying that hourly rate by one and one half. This rate is to apply only after forty (40) hours has been credited in a work week.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, and sick leave days. Unpaid absences shall not be considered as time worked.

3. The County will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary, for the proper administration of the County.

4. (a) Employees, who may be required to work continuous hours, beyond their regular hours, shall be paid time and one half for eight (8) hours beyond their regular hours, and after such overtime of eight (8) hours, they shall be paid double time for all additional hours of work until released.



5. (d) Employees who have in the past, received compensatory time instead of pay, shall continue to do so.



## ARTICLE XXXV

### TRAINING SUPERVISOR AND BUILDING SECURITY SUPERVISOR, YOUTH HOUSE

Any Supervising Juvenile Detention Officer who is assigned to the duties of training supervisor or building security supervisor shall receive a stipend, in addition to and separate from his or her base salary, at a rate of \$750 per calendar year. If a Supervising Juvenile Detention Officer assigned to the duties of training supervisor or building security supervisor for less than one full calendar year, the officer shall receive a stipend pro rated on a monthly basis.

ARTICLE XXXVI

DURATION

The provisions of this Agreement shall be effective July 1, 1990 and shall continue and remain in full force and effect to and including June 30, 1992, when it shall expire at 11:59 p.m. unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

COUNTY OF HUDSON

HUDSON COUNCIL NO. 2  
SUPERVISORS/PROFESSIONAL  
CHAPTER NO. 1 OF THE  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

BY: \_\_\_\_\_  
ROBERT JANISZEWSKI  
County Executive

BY: \_\_\_\_\_  
WILLIAM CARTER  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SCHEDULE A

Effective July 1, 1991, the following individuals shall have their base salaries fixed at the amounts listed below.

<u>Employee</u>		<u>Increase</u>
Mary Kalbenskie	-	\$21,520
J. Greco	-	\$21,624
V. Hutchenson	-	\$21,624
S. Martins-Hutten	-	\$21,624
Z. Watton	-	\$21,624
J. Britt	-	\$21,624
Kathy Lee Allen	-	\$22,315
Joseph Rotondi	-	\$24,308
Carl Holtzberg	-	\$26,044

SCHEDULE B

LETTER OF UNDERSTANDING

Weekend and Hazardous Duty Differentials

The County and the Union understand and agree that the following Weekend and Hazardous Duty Differentials shall be continued in accordance with the terms of the Collective Bargaining Agreement set forth in ARTICLE XXIV, Section G:

Weekend Differential

\$450.00 per year for working at least one weekend per month.

Hazardous Duty

\$250.00 per year for permanent assignment to the following units:

- a. Psychiatric
- b. Acute Psychiatric

SCHEDULE C

LETTER OF UNDERSTANDING

Shift Differentials

The County and the Union understand and agree that the following shift differentials for night and midnight shifts shall be continued in accordance with the terms of the Collective Bargaining Agreement set forth in Article XXIV, Section G:

Shift Differential

3 a.m. - 11 p.m. - 8%

11 p.m. - 7 a.m. - 10%

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## ARTICLE XXVIII

### TUITION REIMBURSEMENT

A. Final decision on application for educational leave will be the responsibility of the County. In screening applicants for educational stipends, the County shall take into consideration the following:

1. Applicant's performance in present job, seniority, his or her interest and capacity for studying at the graduate level and his or her potential for special job assignments. If all of the above criteria are deemed equal in the County's sole discretion, among all applicants, seniority will prevail.

2. Applicant must be an employee of the County in a permanent status for at least two (2) years.

B. Selection will be limited to two (2) candidates per year.

C. Approval is contingent upon the County's ability to absorb and reassign workload during the period of study.

D. Upon graduation, the Employee must remain with the County for a period of a month and a half (1 1/2) for every month's attendance at school.

E. Subject to County approval, the cost of any graduate or undergraduate courses taken by permanent employees with two (2) years of service with the County, in order to increase their knowledge in relevant and job-related fields, will be reimbursed by the County provided that the employees make application, in writing, in advance, continue on full-time employment with the County and attain a passing



grade. Such courses are to be taken at a New Jersey State institution during non-working hours.

F. The County will pay for tuition and stipends and specified expenses in accordance with paragraph H (3) hereunder.

G. Applicants hereunder will be limited to employees within the bargaining unit.

H. Tuition Reimbursement Committee

(1) The parties shall establish a joint labor-management relations committee, composed of representatives of the Union and the County, for the purpose of studying and recommending to the County the inclusion of curricula in the foregoing tuition reimbursement program; specifically, to address questions of job relatedness of proposed courses. The function of such a committee shall be to recommend. The County reserves the right to determine job relatedness for purposes of tuition reimbursement.

(2) The County will explore the possibility of arranging for programs of education and skill development with Hudson County Community College and Jersey City State College.

(3) Rate: The maximum tuition and mandatory fee reimbursement will be at the rate charged by Rutgers University for both undergraduate and graduate courses, as appropriate.

(4) The County will entertain requests for up to twelve (12) hours of release time for class attendance, in connection with approved curricula, on a case by case basis.

This Agreement shall not compel the County, however, to grant such requests.

## ARTICLE XXIX

### COLLECTIVE BARGAINING

A. No more than three (3) employees shall be paid for time spent in collective bargaining negotiations with the County in connection with the negotiations of a successor collective bargaining agreement, and/or in connection with the negotiation of modifications or amendments to this Agreement. Negotiations shall be conducted at mutually agreeable times alternating between regularly scheduled work time and non-work time.

## ARTICLE XXX

### 40 HOUR WORKWEEK

Employees hired, promoted, transferred, or otherwise included in this bargaining unit on or after August 15, 1991, for positions covered under this Agreement currently or in the future, shall be required to work forty (40) hours per week. For bargaining unit positions in which the current workweek is less than thirty-five (35) hours, the County shall increase the workweek by no more than five (5) hours for such new employees. There shall be included as an attachment to this Agreement a list of all bargaining unit members whose regular work week is thirty-five (35) hours per week. Any bargaining unit member not included on said list shall be deemed to have a regular workweek of forty (40) hours per week.



## ARTICLE XXXI

### FLEX TIME

A. Notwithstanding any provision contained in this Agreement to the contrary, the County reserves the sole right to schedule an employee's regularly scheduled work day between the hours of 7:00 a.m. and 6:00 p.m. provided that the total hours worked by the employee per day and per week shall not exceed the number of hours regularly worked by the employee as of July 1, 1988, except as specifically provided for and modified in this Agreement.

B. In the event the County exercises its discretion as set forth in paragraph A hereof, employees shall be assigned to work the designated schedule in accordance with the following formula applied on a department or unit basis, as the case may be:

(1) The County shall first request volunteers in the required job classification, if more than one person is in the classification, from among employees in the relevant department or unit, who shall be assigned the designated schedule.

(2) Upon failing to secure sufficient volunteers to work the designated schedule, assignment to such schedule shall be mandatory and made in reverse order of seniority, with the least senior employee in the relevant department and/or unit in the required job classification being assigned to the designated work shift.

(3) Upon the hiring of a new employee in the job classification, said employee, being the least senior in the



department and/or unit in the job classification effected, shall be first assigned to the work schedule mandatorily occupied by a more senior employee in the same job classification in the relevant department and/or unit.

(4) Aside from the initial effect of a new hire into the department and/or unit provided for in subsection (3) above, there shall be no bumping with respect to work schedules.

(5) The assignment of work schedules shall be reviewed periodically for the purpose of identifying the availability of employees in a department or unit to work a designated schedule on a voluntary basis.

C. The County will undertake reasonable efforts to assure supervision of those employees assigned to a work schedule during those periods of work outside the regular work day provided that nothing here shall be deemed to detract from or otherwise waive the County's right to establish and determine the level of or need for supervision of the work force.

D. The County will undertake reasonable efforts to provide security measures, where necessitated by the scheduling of hours beyond the regular work day, during those hours outside the regular work day.

E. The County shall provide notice to the Union and the effected unit thirty (30) days prior to the implementation of a flextime work schedule in a department. The County shall provide notice to the Union and the effected unit sixty (60) days prior to the termination of a flextime

work schedule in a department or unit. If requested, the County shall meet with the effected employees and their Union representative for the purpose of explaining the flextime schedule.

F. An Employee, working in a department which otherwise does not have a flextime work schedule, may request to work a flextime schedule. Permission to work said schedule shall be at the sole discretion of the Department Director.

G. The County agrees to undertake reasonable efforts to ascertain the availability of County parking for those scheduled to work beyond the normal workday.

## ARTICLE XXXII

### VACATION

A. Employees in the employ of the County since 1978 shall receive vacation according to the following schedule:

After one year - fifteen working days;

Starting 16th year of service, twenty working days.

In the 25th year of continuous service, 25 working days.

In the 26th year of continuous service, 26 working days.

In the 27th year of continuous service, 27 working days.

In the 28th year of continuous service, 28 working days.

In the 29th year of continuous service, 29 working days.

In the 30th year of continuous service and thereafter, 30 working days.

B. Employees hired 1/1/79 and later covered by this Agreement shall be granted the vacation schedule below:

1st year of employment - 1 day per month up to the end of the first calendar year.

Beginning the 2nd calendar year of employment through the fifth calendar year, twelve working days.

Beginning the 6th calendar year through the 15th calendar year, fifteen working days.

Beginning the 16th calendar year through the 30th calendar year, twenty working days.

In the 25th year of continuous service, 25 working days.

In the 26th year of continuous service, 26 working days.

In the 27th year of continuous service, 27 working days.

In the 28th year of continuous service, 28 working days.

In the 29th year of continuous service, 29 working days.

In the 30th year of continuous service and thereafter, 30 working days.

C. Receipt of vacation checks shall be in accordance with County Policy.

## ARTICLE XXXIII

### PERSONAL DAYS

Effective January 1, 1991, employees shall receive two (2) paid personal days per year. Personal days will be earned on the basis of one (1) paid personal day for each full six months actually worked in the calendar year. Newly-hired employees are eligible for personal days during the calendar year in which they are hired as follows:

<u>DATE EMPLOYED</u>	<u>ENTITLEMENT</u>
January 1 - June 30	2
July 1 - September 30	1
October 1 - December 31	0

Requests for personal days shall be made in writing at least twenty-four (24) hours in advance, and shall be approved in advance of the requested date(s) by the employee's immediate supervisor. Personal days may be granted on short notice in the event of an emergency.

New employees hired after August 31, 1989, must be in the employ of the County for one (1) full year of continuous service before being entitled to paid personal days under this provision.

Personal days must be used in the calendar year which they are earned. There shall be no carryover, banking or cashing out of personal days. A request to utilize a personal day shall not be unreasonably denied.



#### ARTICLE XXXIV

##### ACTING LEAD SUPERVISORS, YOUTH HOUSE

Any Supervising Juvenile Detention Officer assigned to serve as acting lead supervisor shall receive one hour's additional pay, at the rate of time and one-half, for each full shift he or she serves as acting lead supervisor. Notwithstanding the foregoing, the parties recognize and agree that the following managerial positions are not bargaining unit positions, and are not subject to the terms of this Agreement: Youth House Superintendent, Director of Custody, Chief of Custody, and Deputy Chief of Custody.